


EXHIBIT 2

FILED IN DISTRICT COURT
Grady County, Oklahoma

JUN 28 2019

IN THE DISTRICT COURT OF GRADY COUNTY
STATE OF OKLAHOMA

LISA HANNAH, Court Clerk
By  Deputy

CHOCTAW ROAD SHOPPING
CENTER, LLC, an Oklahoma Limited
Liability Company,

Plaintiff,

vs.

Case No. CJ-2019-179

STATE AUTO PROPERTY &
CASUALTY INSURANCE COMPANY,
a Corporation,

Defendant.

PETITION

COMES NOW the Plaintiff, Choctaw Road Shopping Center, LLC, and for its causes of action against Defendant, allege and state:

1. Choctaw Road Shopping Center, LLC is an Oklahoma Limited Liability Company, licensed in the State of Oklahoma, and in good standing with the Oklahoma Secretary of State.

2. Defendant, State Auto Property & Casualty Insurance Company, a Corporation, is a foreign insurance company incorporated and domiciled in the State of Iowa, and maintains its principal place of business in a state other than in Oklahoma.

3. At all times material hereto Plaintiff's building in Chickasha, Oklahoma, was insured under State Auto Property & Casualty Insurance Company, a Corporation, Policy No. BOP2647639. The subject policy was in full force and effect at all times pertinent hereto.

4. Plaintiff's property, located at 1000 West Choctaw, Chickasha, Oklahoma 73018, sustained wind and hail damaged on or about June 30, 2017.

5. Plaintiff submitted a claim for wind and hail damage to Defendant and otherwise complied with all conditions precedent to recovery under the subject insurance policy.

6. State Auto Property & Casualty Insurance Company, a Corporation, breached the subject insurance contract by wrongfully denying Plaintiff's claim for loss or damage to its property caused by a wind and hail storm.

7. State Auto Property & Casualty Insurance Company, a Corporation, breached the implied covenant of good faith and fair dealing in the insurance contract, as a matter of standard business practice, in the following respects:

- a. failing and refusing payment and other policy benefits on behalf of Plaintiff at a time when State Auto Property & Casualty Insurance Company, a Corporation, knew that Plaintiff was entitled to those benefits because the wind and hail damage was obvious;
- b. failing to properly investigate Plaintiff's claim by not attempting to view and consider all apparent damage;
- c. refusing to honor Plaintiff's claims for reasons contrary to the express provisions of the policy that covers wind and hail damage;
- d. refusing to honor Plaintiff's claims in some instances by applying restrictions not contained in the policy;
- e. refusing to honor Plaintiff's claims in some instances by knowingly misconstruing and misapplying provisions of the policy;
- f. failing to adopt and implement reasonable standards for the prompt investigation and reasonable handling of claims arising under these policies, to include Plaintiff's claims;
- g. not attempting in good faith to effectuate a prompt, fair and equitable settlement of Plaintiff's claims once liability had become reasonably clear;
- h. failing to properly evaluate the limited investigation that was performed;
- i. refusing to consider the reasonable expectations of the insured;
- j. intentionally prolonging the claims handling process for an unreasonable amount of time;

- k. refusing to consider evidence of insured home's pre-loss condition in determining cause of loss, and denying this claim; and
- l. refusing to take into consideration homes damaged by the same wind and hail in the vicinity;

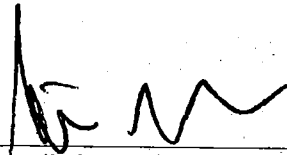
all in violation of the implied covenant of good faith and fair dealing and resulting in financial benefit to the Defendant, State Auto Property & Casualty Insurance Company, a Corporation.

8. Plaintiff has suffered the loss of the policy benefits, loss of value to the property, loss of the purchased coverage, anxiety, frustration and distress, and other incidental damages.

9. Defendant recklessly disregarded and/or intentionally and with malice breached its duty to deal fairly and act in good faith entitling Plaintiff to recover punitive damages.

WHEREFORE, Plaintiff prays for judgment against the Defendant, State Auto Property & Casualty Insurance Company, a Corporation, for its damages, both compensatory damages and punitive damages, with interest and costs of this action, for a reasonable attorney fee, and for such other relief as may be appropriate. The amount sought as damages in in excess of the amount required for diversity jurisdiction pursuant to §1332 of Title 28 of the United States Code.

Respectfully submitted,



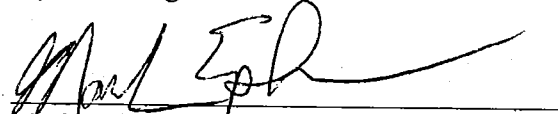
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VERIFICATION

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) SS.

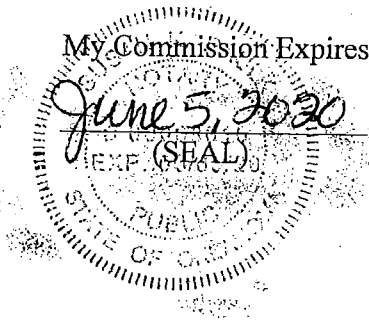
I, Mark Ephraim, of lawful age, being duly sworn upon oath, depose and state:

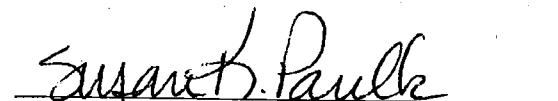
I hereby verify that I have read the foregoing *Petition* and believe that the contents and statements thereof are true and correct to the best of my knowledge and belief.


Mark Ephraim, Manager

Subscribed and sworn to before me this 28th day of June, 2019.

My Commission Expires:




Notary Public
Commission No. 00009010